

**OPTION AGREEMENT**  
1004 N 10<sup>th</sup> Street, Milwaukee, Wisconsin

For and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) ("Option Fee") tendered herewith, Milwaukee County ("County") does hereby grant unto Heartland Housing, Inc. or its permitted assigns ("Developer") an exclusive Option to Purchase ("Option") the property at 1004 N 10<sup>th</sup> Street, Milwaukee, Wisconsin (the "Land") more particularly described in Exhibit A attached hereto, on the following terms and conditions:

1. **Purpose.** This Option is granted for the purpose of granting the right to Developer to acquire the Property, and rehabilitate the facility known as the Community Correctional Center ("CCC").
2. **Acceptance Date.** The "Acceptance Date" shall be the date on which both parties execute and deliver this Option Agreement.
3. **Agreement to Sell and Purchase.** If Developer exercises this Option, County shall sell to Developer and Developer shall buy from County, the Land along with all of the following (collectively, the "Property"):
  - a. All rights and appurtenances pertaining to the Land, including, without limitation, any and all right, title, and interest of County in and to adjacent roads, alleys, streets and ways, and any easements or other rights appurtenant to the Land;
  - b. All improvements, structures, facilities and fixtures placed, constructed or installed on the Land (collectively, the "Improvements");
  - c. All mechanical systems and related equipment owned by County and attached to the Improvements or located upon the Land (the "Systems and Equipment"), including, but not limited to, all electrical systems, plumbing systems, heating systems, and air conditioning systems; and all machinery, equipment, fixtures and supplies located in or on and used in connection with the Land or the Improvements or the operations thereon;
  - d. County's interest in any warranties and guaranties relating to the Land or Improvements, to the extent the same are assignable; and
  - e. Any governmental permits, approvals and licenses owned or held by County in connection with the Land or Improvements, and the right to the use thereof, all to the extent the same are assignable.
  - f. The Land may be modified, by mutual agreement of the parties, to accommodate public access, in which event the parties shall provide a substitute Exhibit A to replace the initial Exhibit A.

The transaction contemplated herein shall not include County's personal property or any other property not falling within the definition of Property herein (collectively, the "County's Personal Property").

4. **Purchase Price.** If the Option is exercised, the purchase price shall be Ten Thousand Dollars (\$10,000.00) payable by certified check or wire transfer ("Purchase Price") at time of closing, subject to customary deductions and pro-rations in a commercial real estate transaction in downtown Milwaukee, Wisconsin. Any Option Fees paid by Developer shall be credited towards the Purchase Price. Any Extension Option Fees paid by Developer shall be credited towards the Compliance Deposit.

5. **County's Deliveries.**

- a. **Due Diligence Materials.** Within thirty (30) days from the Acceptance Date, the County shall (at County's sole cost) deliver or make available to Developer copies of the following documents, to the extent they are in the County's possession and control (all such documents being referred to as the "Due Diligence Materials"):
- (i) All tests, inspections, evaluations and/or reports relating to the Property, including but not limited to, environmental, structural, topographical and geological studies and reports.
  - (ii) All surveys, maps, site plans, architectural plans, specifications, and other drawings of the Property, and any as-builts, blueprints, warranties or owners' manuals relating to the Improvements.
  - (iii) All notices, orders or other communications by or between County and any federal, state, municipal, local, or governmental agency regarding the Property.
  - (iv) The most recent ALTA survey of the Property.
  - (v) Any appraisal of the Property from 2010 to the present.

In the event information contained in the Due Diligence Materials materially changes at any time prior to Closing, or in the event such documents require updating due to the passage of time, County shall immediately update such information and provide revised documentation to Developer, except as set forth in Section 12(c) herein. Likewise, if at any time prior to Closing any additional Due Diligence Materials come into County's possession or control, or otherwise become reasonably obtainable by County or its agents, County shall deliver same to Developer. All documents required to be provided under the foregoing provisions shall hereinafter be referred to as the "Additional Due Diligence Materials." If County delivers any Additional Due Diligence Materials after Developer has exercised its Option hereunder, Developer may, in its discretion, cancel the transaction and the Option Fee and Extension Option Fees shall be returned to the Developer.

- b. **Title Commitment.** After the Acceptance Date, County shall diligently seek to obtain a title insurance commitment showing title to the Property as of a date that is no more than fifteen (15) days before the delivery of such title commitment (the "Title Commitment"). The Title Commitment shall be subject only to those liens which will be paid out of the proceeds of Closing (as defined herein). The Title Commitment shall be issued by an insurer licensed to write title insurance in Wisconsin that has been approved by Developer. County shall pay all costs associated with the Title Commitment.

6. **Term.** This Option shall commence immediately upon the Acceptance Date and, unless terminated earlier pursuant to terms elsewhere in the Agreement, shall continue in effect for twelve (12) months (the "Option Period"). The Developer may request extension of the Option Period for up to two (2) additional six (6) month periods by delivering a written request for such extension to the Economic Development Director for Milwaukee County ("Economic Development Director") before the end of the applicable Option Period, together with a fee of \$5,000 for each extension ("Extension Option Fee"). The Developer may terminate this Option at any time prior to its exercise of the Option and forfeit the Option Fee and any Extension Option Fees; provided, however, that the Option Fee and any Extension Option Fees shall be fully refunded if this Option is terminated by the Developer within twelve months of the Acceptance Date, or within 30 days of delivery by the County of a Title Defect Notice or Additional Due Diligence Materials.

7. **Manner of Exercise.** The Developer shall exercise this Option by delivering a written statement to the Economic Development Director on or before the end of the Option Period (or any extension thereof).

8. **Closing.** Provided that all of the conditions for closing hereunder have been satisfied, the closing ("Closing") shall occur within thirty (30) days from the date of the Developer's written statement to exercise the Option (the "Closing Date"), unless another date is agreed to by the parties in writing. The transaction shall be closed at the place designated by Developer. Occupancy of the entire Property shall be given to Developer at the time of Closing. Occupancy shall be subject to any rights of a tenant or other occupant of the Property listed on Exhibit D. The County shall remove all of the County's Personal Property from the Property prior to Closing. At any time after exercising this Option but before Closing, Developer shall have the right to inspect the Property at reasonable times upon reasonable notice to determine if there has been a significant change in the condition of the Property. If Developer reasonably determines there has been a significant change in the condition of the Property, Developer may, in its discretion, terminate this Option Agreement, negate the exercise of the Option and forfeit the Option Fee and any Extension Option Fees.

9. **Due Diligence Review.**

- a. Prior to the end of the Option Period but before exercising the Option, Developer and/or Developer's agents and representatives shall have the right to:
  - (i). Conduct any soil, environmental or other assessment of the Property that the Developer deems necessary including, without limitation, any

geotechnical investigation, a Phase I and/or Phase II environmental assessment, or any procurement and testing of soil, groundwater, indoor air, or any other material located on the Property (collectively together the "Soil/Environmental Assessments"). Developer shall pay all costs associated with the Soil/Environmental Assessments and promptly restore any portions of the Property damaged by such tests (i.e., soil borings) to substantially the same condition as existing just prior to such Assessment. Developer shall, and shall request that its agents, representatives, and independent contractors, perform such work in a manner that does not unreasonably cause disturbance to the Property.

(ii). Conduct any other test, inspection or review of the Property (or any information related to the Property) or seek to obtain any financing, approvals, or other information relating to the Project, including, but not limited to, (i) inspecting the Improvements, the Property's mechanical and electrical systems, roof, structure and foundation; (ii) reviewing the Due Diligence Materials; and (iii) reviewing or seeking to obtain any permit, notice, approval, variance, review or other matter relating to any federal, state, municipal, local or governmental agency involving the Property or the Project (collectively, the "Due Diligence Review").

b. County hereby grants to Developer and Developer's agents permission to enter onto and/or into the Property at reasonable times upon reasonable notice to conduct the activities set forth in this Section 9. County shall also cooperate with Developer with respect to Developer's activities set forth in this Section 9. Notwithstanding the provisions of this Section 9, before engaging in any Soil/Environmental Assessment or Due Diligence Review requiring the installation of soil borings on the Property, Developer shall submit its contractor's proposed work plan to the Economic Development Director for approval as to the location of the proposed borings (which approval shall not be unreasonably withheld, conditioned or delayed). The Economic Development Director shall require any contractor to produce a certificate of insurance complying with the requirements set forth in Exhibit B attached hereto.

10. **Closing Deliveries.**

a. **Developer's Deliveries.** At Closing, or as otherwise provided herein, Developer shall deliver the following:

- (i) the Purchase Price.
- (ii) three (3) executed versions of the Development Agreement.

b. **County Deliveries.** At Closing, County shall:

- (i) Deliver a Warranty Deed in recordable form warranting that title to the Property is free and clear of all liens and encumbrances except any of the following items identified in the Title Commitment to which Developer has not objected: any municipal and zoning ordinances and recorded agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and the general taxes levied in the year of closing.
- (ii) Complete and execute the documents necessary to record the conveyance at County's cost, including the payment of the Wisconsin Real Estate Transfer fee, if any.
- (iii) Deliver an owner's policy of title insurance (from the same insurer issuing the Title Commitment) in the amount of the purchase price on a current ALTA form (the "Title Policy"). The Title Policy shall be the evidence of the County's title. The Title Policy shall be subject only to those items shown in the Title Commitment which Developer has expressly accepted. The Title Policy shall contain a "gap" endorsement or other equivalent gap coverage (at County's sole cost) to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the Title Commitment and before the deed is recorded. All other endorsements to the Title Policy shall be issued at Developer's sole cost. County shall provide any affidavits or other documents required by the title company to issue the GAP endorsement (or equivalent coverage), to remove the applicable standard exceptions to title and/or to issue any endorsements reasonably requested by Developer.
- (iv) Any other documents reasonably requested by Developer's lenders or otherwise required for the financing for the Project.
- (vi) Any other documents customarily associated with the sale of commercial real estate in downtown Milwaukee, Wisconsin.

**c. Additional Closing Terms.**

- (i) **Rehabilitation Escrow.** If the Option is exercised, County shall place \$1,800,000 ("Escrow Funds") in an escrow account with an escrow agent selected by County, pursuant to an Escrow Agreement negotiated between County and the Escrow Agent. The Escrow Agreement shall include the following:
  - (a) Escrow Funds may be used by Developer to cover hard costs and soft costs of the Project;
  - (b) All Escrow Fund disbursements require approval of the Economic Development Director, which shall not be unreasonably withheld;
  - (c) If Escrow Funds are not sufficient to cover the rehabilitation costs, any additional funds shall be the responsibility of Developer;

- (d) .Any Escrow Funds remaining in the account after twenty-four (24) months of the date the Developer takes title to the Property, shall be returned to County.
  
  - (ii) **Parking Lease.** If the Option is exercised, Developer and the County shall enter into a five (5) year lease, with three (3) options to extend for five (5) years each, for the "Surface Parking Area" identified on Exhibit C. The lease shall be for \$1 per year with all operating and capital improvement costs to be covered by Developer. Notwithstanding the foregoing, the lease shall continue to allow County to keep and maintain mechanical systems in this area until the Medical Examiner's building is demolished.
  
  - (iii) **Day Reporting Center Lease.** If the Option is exercised, Developer and County shall enter into a five (5) year lease, with three (3) options to extend for five (5) years each, for 5,000 square feet at the Property under the following terms:
    - (a) \$15 per square foot annual rent, with Developer paying for property taxes, but County paying for utilities;
    - (b) Build-out to be provided by Developer to be commercially reasonable for a Day Reporting Center and as required to meet occupancy permit requirements; and
    - (c) The location within the property shall be selected by Developer and approved by the County.
  
  - (iv) **Permanent Easement.** If Option is exercised, Developer shall grant o County a permanent easement, free of charge, for the the operations of all IT and mechanical systems running through the CCC at no cost to the County.
  
  - (v) **Restrictions on Assignment.** This Option shall not be assigned by Developer without the written consent of the County, other than to an entity in which Heartland Housing, Inc. has an ownership interest and controlling managerial authority. Any assignment of the Option by Developer in violation of this Section shall result in termination of the Option by County and retention of the Option and Extension Option Fees as liquidated damages. Any assignment must also be approved by St. Ben's Community Meal Program.
  
  - (vi) **Real Estate Proration.** General real estate taxes and private and municipal charges, if any, shall be prorated at Closing. Special assessments levied or attributable to work actually commenced prior to Closing shall be paid by County no later than Closing. Any income, taxes or expenses shall accrue to the County and be prorated through the Closing Date.
- d. **The Development Agreement.** The Development Agreement ("Development Agreement") shall define the Developer's development obligations on the Project.

The Development Agreement shall be negotiated by the Economic Development Director and shall incorporate at least the following provisions:

- (i) If Developer does not commence construction of the Project on the Property within six (6) months of Closing, County shall have the right to compel Developer to reconvey the Property to County, on ten (10) days written notice, in exchange for payment to Developer of 85% of the Purchase Price.
- (ii) If Developer, having commenced construction of the Project, does not substantially complete construction of the Project on the Property within twenty-four (24) months from the commencement of construction, County shall have the right to compel Developer to reconvey the Property to County, on ten (10) days written notice of, in exchange for payment to Developer of 85% of the Purchase Price, plus the sum of Developer's certified payments to contractors.
- (iii) Because the Developer has submitted Concept Plans attached as Exhibit C, prior to Closing Developer shall submit schematic design plans, including detailed landscape plans ("Schematic Design Plans"), and, before commencement of construction, evidence of adequate financing for the Project. Schematic Design Plans should be generally consistent with the Concept Plans. Any Material Alteration contained in the Schematic Design Plans, compared to the Concept Plans, shall require County Board approval. As used herein Material Alteration includes:
  - a. A 20% variation in square footage of the proposed project.
  - b. Any use of the Land for other than supportive housing, supportive services, and accessory parking.Material Alteration does not include:
  - a. An alteration required by any municipality or other governmental agency or otherwise required by law.
  - b. An alteration required due to shortages or unavailability of materials (though substitute must be of comparable quality).
  - c. An alteration regarding phasing.
- (iv) Deliver an executed DBE Compliance Plan with the Community Business Development Partners (CBDP) department of Milwaukee County. Developer's goal for DBE participation is at least 25% of the hard construction costs of the project, and 17% of the professional services. Developer shall meet with CBDP prior to closing and shall consult the CBDP website for County certified DBE contractors. Any change to the

DBE goals shall require County Board approval.

- (v) Deliver an executed Milwaukee County Resident Hiring Plan with the Economic Development Department of Milwaukee County. Developer's goal for Milwaukee County Resident hiring is 40% of the construction labor costs of the Project Budget. Any change to residential hiring goal shall require County Board approval.
- (vi) Submit a Compliance Deposit prior to the commencement of construction in the amount of Fifty Thousand Dollars (\$50,000.00) ("Deposit") to insure compliance with subparagraphs (2) and (3) above. The Deposit shall not be applied against the Purchase Price, but shall be held by County to insure such compliance. The Deposit shall be repaid to Developer, without interest, upon completion of the Project, provided there has been full compliance as required by this subparagraph. The Deposit, or so much as determined by the Economic Development Director, may be retained if Developer fails to fully comply with the requirements of this subparagraph. In the event of any dispute between the Developer and the Economic Development Director, the dispute shall be referred to, and fully and finally resolved by, the County Director of Administrative Services.
- (vii) After execution, a Memorandum of the Development Agreement shall be recorded with the Register of Deeds.

11. **County's Warranties and Representations.** County hereby makes the following warranties and representations with respect to the Property:

- a. County has the full power and authority to enter into this Option and to close the transaction contemplated hereunder, pursuant to County Board Resolution \_\_\_\_\_.
- b. To the best of County's current and actual knowledge, County has not received, and County has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. County has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.
- c. Except as specified in Exhibit D, and other than this Option Agreement, County is not a party to any agreement, contract or commitment to sell, convey, lease, assign, transfer, provide option rights, provide rights of first refusal, or otherwise give any third party any rights to use or occupy all or any part of the Property.
- d. To the best of County's current and actual knowledge, there are no service or maintenance contracts or equipment leases granting any person any rights to the Property after the Closing.



- e. To the best of County's current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and County is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.
- f. County is not aware of any outstanding permits, certificates, licenses or other similar approvals or authorizations that are required (but have not been obtained) for the transfer of all or any part of the Property under any federal, state or local law, ordinance, rule or regulation, or by any governmental or quasi-governmental agency having jurisdiction over the Property.
- g. County has no actual knowledge of any existing law, ordinance, governmental requirement or restriction that would prevent or limit the Project of the Property.
- h. To the best of County's current and actual knowledge, there are no claims, actions, litigation, proceedings, inquiries, disputes, rulings, judgments, or orders that are (i) attached or pending against or relating to the Property or the transaction contemplated herein; or (ii) attached or pending that could affect the Property or the transaction contemplated herein.
- i. To the best of County's current and actual knowledge, there are no attachments, executions, assignments for the benefit of creditors, receiverships, or voluntary or involuntary proceedings in bankruptcy, or pursuant to any other debtor relief laws which have been (i) filed by County; (ii) contemplated by County; (iii) threatened against County; or (iv) which are currently pending against County in any judicial or administrative proceeding.
- j. Except as specified in Exhibit E, to the best of County's current and actual knowledge, (i) County has no knowledge of any Hazardous Material (as defined below) being or having been transported to or from, or generated, released, stored, or disposed of on or under the Property; (ii) County has no knowledge that the Property or any part of any Improvements and equipment thereon contains any asbestos or polychlorinated biphenyls; (iii) County has not received any notice of any action or proceeding relating to any Hazardous Material or notice of any release or threatened release thereof on or under the Property or any notice contrary to (i) and (ii) above; and (iv) no underground or above-ground storage tanks are or have been located on or under the Property.

For purposes of this Agreement, "Hazardous Material" means, without limitation, any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" (including toxic mold) or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is

prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources. For purposes of this sub-paragraph, laws and regulations shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001, et seq.; A.R.S. §§ 49-201(16), 49-901(3), and 49-921(5); and in the regulations adopted pursuant to such laws; and any substance or material which has been determined by a state, federal or local governmental authority with jurisdiction over the Property to be capable of posing a risk of injury to health or safety.

- k. To the knowledge of County, no brokerage fee, commission or finder's fee of any type is due any person in connection with the transaction contemplated by this Option.

All such warranties and representations of County, together with any others made hereunder, shall be reaffirmed to be true and correct as of the Closing Date to the same extent as the date of this Option. If any of the foregoing warranties and representations becomes untrue in any respect after the execution of this Option and is not cured by County (at no cost to Developer) on or before Closing, then Developer may elect to terminate this Option, in which event the Option Fee and any Extension Option Fees shall be returned to Developer.

12. **Property Condition.**

- a. Except as otherwise provided herein, County shall convey the Property in its "AS IS" physical condition with all faults and defects, known or unknown, including but not limited to environmental defects, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure, excepted as otherwise provided herein.
- b. County discloses that the Property may contain old building foundations, building materials and other debris. Without changing the "AS-IS" nature of this transaction, Developer is aware that the Property is or may be affected by adverse geotechnical conditions due to the presence of these materials or due to the bearing capacity of the soil. County has conducted no geotechnical investigation of the Property and assumes no liability for any subsurface conditions. Developer is encouraged to

undertake a geotechnical investigation and other due diligence reviews that it deems necessary upon execution of this Option by both parties.

c. County shall not provide an updated survey of the Property.

13. **ADA Compliance.** Developer agrees that the Project will comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

14. **Time is of the Essence.** It is understood that time is of the essence as to the provisions of this Option.

15. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To the County: Teig Whaley-Smith, Economic Development Director  
Dept. of Administrative Services  
Economic Development Division  
2711 West Wells Street, 3<sup>rd</sup> Floor  
Milwaukee, WI 53208

With copies to: Paul Bargren  
Milwaukee County Corporation Counsel  
901 North 9th Street, Room 303  
Milwaukee, WI 53233

To the Developer: Hume An, LEED AP  
Director of Real Estate Development  
Heartland Housing, Inc.  
A Company of Heartland Alliance  
208 S. LaSalle St., Suite 1300  
Chicago, IL 60604

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt (in the case of personal delivery) or on the date of their deposit in the United States mail (in the case of mailing).

16. **Default.** A material failure to perform any obligation relating to the purchase or sale of the Property after Developer's exercise of this Option shall be a default which may subject the defaulting party to liability for damages or other legal remedies. If Developer defaults on the terms of the purchase of the Property after Developer's exercise of this Option, County may sue for specific performance and request the Option Fee and any Renewal Fees as partial payment of the purchase price, or terminate this Option Agreement and sue for actual damages. If County defaults on the terms of the purchase of the Property after Developer's exercise of this Option, Developer may sue for specific performance or terminate this Option Agreement and sue for actual damages. In addition, either party may seek any other remedies available in law or equity.

17. **Special Conditions.**

- a. **Taxable Use.** The Conveyance may be subject to a deed restriction requiring that the Property shall contain no more than a certain percentage of overall square footage as being exempt for property-tax purposes. This restriction would be a permanent covenant that runs with the land, and could only be released by resolution passed by the County Board and approved by the County Executive.
- g. **Marketable Title.** The Economic Development Director may determine at any time during the initial or renewal Option Period and prior to Closing that the County cannot provide marketable title. If the Economic Development Director makes such a determination he shall send a notice to Developer of the title defect ("Title Defect Notice"). Within thirty (30) days of receipt of the Title Defect Notice, Developer must send a notice that it either (a) terminates this Option and shall receive reimbursement of all Option Fees and Extension Option Fees, or (b) will accept title for all or any portion of the Property at closing, as provided herein, with the title defects disclosed in the Title Defect Notice.
- g. **Force Majeure Delay.** If any party is delayed or prevented from the performance of any act required by this Option by reason of either fire, earthquake, war, flood, riot, strikes, labor disputes, judicial orders, public emergency or regulations, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.
- g. **Distribution.** County and Developer agree that Developer (or its agents) may distribute copies of this Option to any potential lenders, investors or other persons interested in the Project, and to any appraisers, title insurance companies and other settlement service providers connected to the transaction contemplated herein or the Project.
- g. **Dates and Deadlines.** Deadlines expressed as a number of "days" from an event, such as the calculation of the Option Period or the Closing Date, shall be calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- f. **Counterparts.** The Option may be executed in three (3) counterparts, each of which shall constitute one and the same instrument. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party.
- g. **Further Assurance.** Each of the parties hereto hereby agrees to execute and deliver such documents and to take such other actions at any time and from time to

time hereafter as may be reasonably requested by the other party hereto to carry out the provisions or purposes of this Option Agreement.

**[SIGNATURE PAGES FOLLOW]**



IN WITNESS WHEREOF, Milwaukee County, has caused this Option to be duly executed in its name and on its behalf by Chris Abele its County Executive.

MILWAUKEE COUNTY

By: Chris Abele  
Chris Abele, County Executive

Date: 1/7/15

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF MILWAUKEE        )

On this 7<sup>th</sup> day of January, 2015, before me, the undersigned officer, personally appeared Chris Abele who acknowledged themselves to be the County Executive of Milwaukee County, a Corporation, and that they, as such officers of said Corporation being authorized so to do, executed the foregoing Option for the purposes therein contained for and on behalf of said Corporation and as such officers caused the corporate seal to be hereunto duly affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Paul Bargen  
Paul Bargen  
Notary Public  
Milwaukee County, WI  
My Commission is permanent

Approved by the County on December 18, 2014 by adoption of Resolution No. 14-939.

DocuSign Envelope ID: E9B8A035-D52E-412E-B7B5-420621E2CF4F

DocuSign Envelope ID: E9B8A035-D52E-412E-B7B5-420621E2CF4F



Exhibit A

Legal Description

[Prior to closing the Land will need to be subdivided to include only the portion of the land where the existing CCC building is located as depicted on Exhibit C. Once the Land is subdivided a new legal description and Exhibit A will be prepared.]

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

A division of all of Lots 1,2,3,4,14,15 and 16 and parts of Lots 5,6,7,8,12 and 13 in Block 198 of the Subdivision of the North 30 acres of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 7 North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 29, thence North 88°57'51" East along the north line of said 1/4 section, 993.29 feet; thence South 1°02'09" East 886.56 feet to the point of beginning on the East right of way line of North 10<sup>th</sup> Street; thence along said east line South 0°57'00" East 261.86 feet to a point on the North right of way line of West State Street; thence South 88°16'02" East 72.11 feet along said north right of way line; thence North 0°58'44" West 74.02 feet to a point; thence North 89°01'58" East 21.33 feet to a point; thence North 0°58'02" West 22.32 feet to a point; thence South 88°27'53" West 35.45 feet to a point on an exterior wall of an existing brick building; thence North 1°32'07" West 7.40 feet along said exterior wall to a point; thence North 88°27'53" East 8.25 feet along said exterior wall to a point to intersection of of an interior wall of said building; all courses are along interior walls of said building until otherwise noted; thence North 1°32'07" West 32.48 feet to a point; thence South 88°27'53" West 4.75 feet to a point; thence North 1°32'07" West 1.83 feet to a point; thence North 88°27'53" East 9.69 feet to a point; thence North 1°32'07" West 45.35 feet to a point; thence South 88°27'53" West 1.51 feet to a point; thence North 1°32'07" West 5.40 feet to a point; thence North 88°27'53" East 0.70 feet to a point; thence North 1°32'07" West 52.75 feet to a point; thence South 88°27'53" West 10.55 feet to a point; thence North 1°32'07" West 15.60 feet to a point; thence North 44°02'45" West 11.97 feet to a point also on the north exterior wall of said building; thence South 88°42'20" West 49.88 feet along said north exterior wall to said point of beginning. Containing 18,520 sq. ft or 0.43 acres +/-.

Address: 1004 N. 10<sup>th</sup> Street

Tax Key Number: 3910258111

DocuSign Envelope ID: E9B8A035-D52E-412E-B7B5-420621E2CF4F

DocuSign Envelope ID: E9B8A035-D52E-412E-B7B5-420621E2CF4F

**Exhibit B****Insurance Requirements -Right of Entry**

A Certificate of Insurance, naming Milwaukee County as an additional insured, must be sent for inspection and approval prior to commencement of the proposed activity to Teig Whaley-Smith, Economic Development Director, Milwaukee County by email to [teig.whaley-smith@milwaukeecountywi.gov](mailto:teig.whaley-smith@milwaukeecountywi.gov), evidencing the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the issuance of a right of entry permit.

The insurance requirements are subject to periodic review and reasonable adjustment by the County Risk Manager.

Exhibit C - Concept Plans

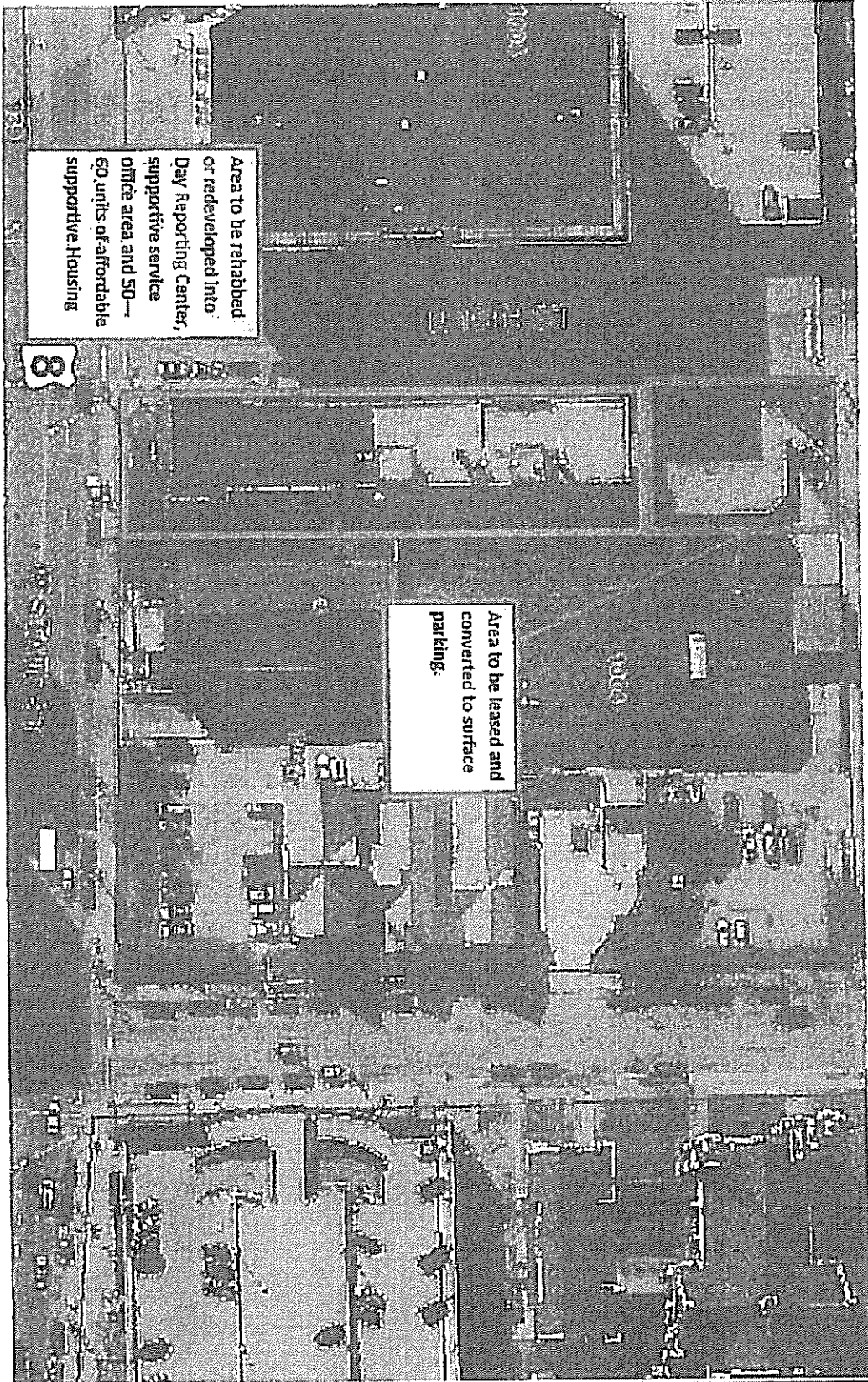


Exhibit D

LEASES

None

**Exhibit E**

**Hazardous Material Reports**

**September 30, 2005 report by Milwaukee Lead/Asbestos Information Center, Inc.**

**Certificate of Completion**

Envelope Number: E9B8A035D52E412EB7B5420621E2CF4F  
 Subject: Please DocuSign this document: CCC Option Agreement.pdf  
 Source Envelope:  
 Document Pages: 44  
 Certificate Pages: 4  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled

Status: Completed

Envelope Originator:  
 Emily Van Deraa  
 Milwaukee, WI 53233  
 emily.vanderaa@milwaukeecountywi.gov  
 IP Address: 204.194.251.5

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**Signer Events**

Michael Goldberg  
 mgoldberg@heartlandalliance.org  
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 Signed: 1/26/2015 5:27:15 PM CT

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Electronic Record and Signature Disclosure:  
 Accepted: 1/26/2015 4:31:24 PM CT  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	1/26/2015 5:15:25 PM CT
Signing Complete	Security Checked	1/26/2015 5:27:15 PM CT
Completed	Security Checked	1/26/2015 5:27:15 PM CT

**Electronic Record and Signature Disclosure**

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From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**



You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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**To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.